

VIRGINIA DEPARTMENT OF TRANSPORTATION
NON-DISCLOSURE AND SECURITY AGREEMENT

I, _____, an employee, contractor, or consultant of the Commonwealth of Virginia Department of Transportation (VDOT), acknowledge that I have access to information and data of VDOT and the Commonwealth of Virginia (COV).

I acknowledge that VDOT and COV information, data, and systems which I use in the course of performing my duties are the property of COV. This includes all information, data, systems, hardware, and facilities used to conduct the business of VDOT and COV, regardless of where the information, data, and systems reside.

Although I have access to VDOT and COV information and data, I shall not read or access information and data that is not needed to perform my job. I shall not disclose or otherwise make available, in whole or in part, VDOT or COV information and data other than to other employees, contractors, or consultants of VDOT or COV to whom such disclosure is authorized, except as provided by law. Information and data may be provided to potential contractors and consultants and to local, state, and federal government bodies to whom such disclosure is authorized, except as provided by law. Such disclosures shall be in confidence for purposes specifically related to the business of VDOT and COV. All Freedom of Information Act (FOIA) requests shall be fulfilled in accordance with the *Code of Virginia*.

I agree not to share any logon IDs or passwords with anyone. If I feel that my password has been compromised, I understand it is my responsibility to change my password immediately and to notify my manager and VDOT Information Security Team of the incident. If anyone asks for my ID or password, I shall not provide it; and I agree to report it to my manager and VDOT Information Security Team.

I agree that all computer resources and equipment provided by VDOT or COV are considered the property of VDOT or COV, are to be used for official business only, and are not for personal use except as permitted by DHRM Policy Number 1.75 - Use of the Internet and Electronic Communications Systems. I agree that VDOT and COV reserve the right to monitor, access, and disclose at their discretion any activity, data, or files within VDOT or COV systems. Therefore, I should have no expectation of privacy.

I shall take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality, and security of VDOT and COV information, data, systems, hardware, and facilities. I will perform my duties with quality and integrity, in a professional manner, and in keeping with VDOT and COV established policies, standards, procedures, and guidelines.

I agree that my obligations with respect to the confidentiality and security of all information and data disclosed to me shall survive the termination of any agreement, relationship, or employment with VDOT or COV.

I shall immediately report all security violations or suspected security violations to my manager and VDOT Information Security Team.

I have read and shall comply with the current VDOT Information Technology Security Program Manual and the DHRM Policy Number 1.75 - Use of the Internet and Electronic Communications Systems.

I agree that failure to adhere to this Agreement may subject me to discipline which might include, but is not limited to, removal from current VDOT work, exclusion from future VDOT and COV work, and legal liability.

Each provision of this agreement is severable. If any administrative or judicial tribunal should find any provision of this agreement to be unenforceable, all other provisions shall remain in full force and effect.

This Agreement shall be interpreted in accordance with the laws of COV.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

ACKNOWLEDGED:

Name (Print)

Department

Links:

[DHRM 1.75](#)

Signature

Date

[IT Security Program Manual](#)

VDOT Employee Witness

Date